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Attorneys for WAYMO LLC

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

SAN FRANCISCO DIVISION

WAYMO LLC,

Plaintiff,

vs.

UBER TECHNOLOGIES, INC.;
OTTOMOTTO LLC; OTTO TRUCKING
LLC,

Defendants.

CASE NO. 3:17-cv-00939-WHA

**DECLARATION OF ANIL PATEL IN
SUPPORT OF PLAINTIFF WAYMO
LLC'S MOTION TO CLOSE
COURTROOM**

Hearing:

Date: TBD

Time: TBD

Place: Courtroom 8, 19th Floor

Judge: The Honorable William H. Alsup

1 1. I, Anil Patel, declare as follows:

2 2. I am a Director of Corporate Development at Google, where I have been
3 employed since June, 2011. As part of my duties at Google, I am responsible for surfacing,
4 negotiating and executing potential mergers and acquisitions.

5 3. I am providing this declaration to describe the extraordinarily sensitive and
6 valuable nature of the terms of Google's acquisitions and potential acquisitions of DeepMind,
7 Waze, SCHAFT, Redwood Robotics, Apportable, JustSpotted and Path. This declaration is
8 based on my personal knowledge.

9 4. I understand that Waymo produced confidential documents relating to Google's
10 acquisitions and potential acquisitions of DeepMind, Waze, SCHAFT, Redwood Robotics,
11 Apportable, JustSpotted and Path, Google's negotiations relating to those deals and potential
12 deals, and Google's internal analyses of the negotiations and deal terms. I understand that some
13 of these documents also reference deals or potential deals other than the seven listed above. I
14 understand that some of the produced documents are included on the parties' Trial Exhibit List.

15 5. Google and these entities have not publicly disclosed the terms of their deals or
16 negotiations. Nor does Google publicly disclose its internal analyses of the deals or
17 negotiations. Even after a deal is closed, Google does not publicly disclose this information or
18 disclose it internally beyond those who need to know.

19 6. A lack of Court protection of the aforementioned information would severely
20 harm Google because the information could be used by Google's competitors and those that
21 might negotiate with Google in the future adversely to Google. For example, knowledge of the
22 deal terms and Google's analyses could be used by third parties as leverage in negotiating deals
23 with Google. Knowledge of the deal terms and Google's analyses could also give competitors
24 insight into Google's confidential corporate development strategy and an unfair competitive
25 advantage.

26 7. Only by keeping the terms of these deals or potential deals, the parties'
27 negotiations, and Google's analyses in strictest confidence can Google protect itself from
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1 adverse exploitation of its deals and analyses by its competitors and third parties with whom it
2 may negotiate in the future.

3 8. I declare under penalty of perjury under the laws of the United States of America
4 that the foregoing is true and correct to the best of my knowledge.

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6 Executed this 26 day of September 2017 in Mountain View, CA.

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10 Anil Patel
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